APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/956,989	09/21/2001	Toni Markus Piponius	110686	2944

25944	7590	08/02/2005

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EXAMINER
LAZARO, DAVID R

ART UNIT	PAPER NUMBER
2155	

DATE MAILED: 08/02/2005

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary	Application No.	Applicant(s)
	09/956,989	PIPONIUS ET AL.
	Examiner	Art Unit	
	David Lazaro	2155	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE <u>3</u> MONTH(S) FROM
THE MAILING DATE OF THIS COMMUNICATION.
- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *12 May 2005*.

2a)☒ This action is **FINAL**.   2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1-28* is/are pending in the application.

    4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1-28* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

    Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

    Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

    a)☐ All   b)☐ Some * c)☐ None of:

      1.☐ Certified copies of the priority documents have been received.

      2.☐ Certified copies of the priority documents have been received in Application No. _____.

      3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

    * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1)☒ Notice of References Cited (PTO-892)

2)☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)

3)☒ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08) Paper No(s)/Mail Date *5/12/05*.

4)☐ Interview Summary (PTO-413) Paper No(s)/Mail Date. _____ .

5)☐ Notice of Informal Patent Application (PTO-152)

6)☐ Other: _____ .

DETAILED ACTION

1.   This Office Action is in response to the amendment filed 05/12/05.

2.   Claims 1, 3-5 and 7-12 were amended.

3.   Claims 13-28 were added.

4.   Claims 1-28 are pending in this office action.

Response to Amendment

5.   The IDS submitted 05/12/05 has been considered in part. Crossed out

references are references that are already part of the record.

6.   The objection to claims 1, 3, 4 and 7 are withdrawn.

7.   The rejections of Claims 5 and 9 under 35 U.S.C. 112, second paragraph, are

withdrawn.

8.   Applicant's arguments filed 05/12/05 have been fully considered but they are not

persuasive. See 'Response to Arguments' for details. As such, the rejection as set forth

in the office action mailed 1/13/05 is respectfully maintained.

Claim Rejections - 35 USC § 102

9.   The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that

form the basis for the rejections under this section made in this Office action:

> A person shall be entitled to a patent unless –
>
> (e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States

only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

10.   Claims 1-4, 7, 8, 11-13, 16, 19-21, 23, 27 and 29 are rejected under 35

U.S.C. 102(e) as being anticipated by U.S. Patent 6,047,051 by Ginzboorg et al.

(Ginzboorg).

11.   With respect to Claim 1, Ginzboorg teaches a method for providing a piece of

content to a subscriber terminal from a content server, wherein the provision of the

content from the content server to the subscriber terminal is controlled by a proxy, and

said control of the content provision comprises the following steps: - receiving in the

proxy a content request for providing the content (Col. 5 lines 43 - Col. 6 line 2), -

determining by means of the proxy a billing address for the content (Col. 5 lines 56-65

and Col. 7 lines 47-59) - providing the content corresponding to the content request

under the control of the proxy from the content server to the subscriber terminal (Col. 6

lines 55-63), and - generating billing information related to the content (Col. 6 lines 3-29

and Col. 7 lines 36-59).

12.   With respect to Claim 2, Ginzboorg teaches all the limitations of Claim 1 and

further teaches wherein the subscriber terminal is located in an access network in which

the subscriber terminal is addressed by an access network subscriber identity (Col. 5

lines 19-23 and lines 52-60), and the content server is located in a service network in

which it is addressed by an IP address (Col. 4 lines 37-42), and wherein the

determination of the billing address comprises the following steps: - allocating an IP

address to the subscriber identity in the access network or at its edge (Col. 5 lines 52-

62 - Note: The socket address of a TCP connection would contain the IP address

allocated to the subscriber), - receiving in the proxy the IP address allocated to the

subscriber identity (Col. 5 lines 52-62), - determining in the proxy on the basis of the

received IP address the subscriber identity of the subscriber terminal and using it to

determine the billing address (Col. 5 lines 52-65 and Col. 7 lines 47-59).

13.   With respect to Claim 3, Ginzboorg teaches all the limitations of Claim 2 and

further teaches wherein the determination of the subscriber identity on the basis of the

received IP address comprises an inquiry to a database in the proxy (Col. 5 line 52 - Col

6 line 2).

14.   With respect to Claim 4, Ginzboorg teaches all the limitations of Claim 2 and

further teaches wherein the determination of the subscriber identity on the basis of the

received IP address comprises an inquiry to the access network (Col. 5 line 52 - Col 6

line 2).

15.   With respect to Claim 6, Ginzboorg teaches all the limitations of Claim 1 and

further teaches wherein the subscriber identity of the subscriber terminal is hidden from

the content server (Col. 5 line 52 - Col 6 line 2).

16.   With respect to Claim 7, Ginzboorg teaches all the limitations of Claim 1 and

further teaches wherein the generation of the billing information related to the content

comprises the step of maintaining billing criteria in a database functionally connected to

the proxy (Col. 6 lines 3-29).

17.   With respect to Claim 8, Ginzboorg teaches all the limitations of Claim 1 and

further teaches wherein the billing criteria comprise the payer of the content (Col. 6 lines

3-29 and Fig. 4).

18.   With respect to Claim 11, Ginzboorg teaches all the limitations of Claim 1 and
further teaches wherein the billing criteria comprise information on whether the content
in question belongs to a group of content segments with a special price (Col. 12 lines
42-53).

19.   With respect to Claim 12, Ginzboorg teaches a proxy for providing a piece of
content to a subscriber terminal from a content server, wherein the proxy comprises a
control logic for controlling the provision of the content from the content server to the
subscriber terminal, and wherein the control logic comprises the following logic: - a first
logic for determining a billing address for the content (Col. 5 lines 56-65 and Col. 7 lines
47-59), - a second logic for providing the content corresponding to a content request
under the control of the proxy from the content server to the subscriber terminal (Col. 6
lines 55-63), and - a third logic for generating billing information related to the content
(Col. 6 lines 3-29 and Col. 7 lines 36-59).

20.   With respect to Claim 13, Ginzboorg teaches all the limitations of Claim 1 and
further teaches wherein determining the billing address comprises: allocating an IP
address to the subscriber terminal in an access network (Col. 5 lines 52-62 - Note: The
socket address of a TCP connection would contain the IP address allocated to the
subscriber); receiving, in the proxy, the IP address allocated to the subscriber terminal
(Col. 5 lines 52-62); determining, in the proxy, a subscriber identity based on the IP
address and correlating it to the billing address (Col. 5 lines 52-65 and Col. 7 lines 47-
59).

21.   With respect to Claim 16, Ginzboorg teaches all the limitations of Claim 1 and

further teaches if the content is part of a group of content segments, then the subscriber

terminal is entitled to use a portion of the group at a lower price or for free (Col. 13 lines

15-24 and Col. 10 lines 21-29).

22.   With respect to Claim 19, Ginzboorg teaches all the limitations of Claim 1 and

further teaches wherein generating billing information further includes billing the

subscriber for content delivered by the content server to the subscriber terminal (Col. 5

line 43 - Col. 6 line 63 describes the overall process).

23.   With respect to Claim 20, Ginzboorg teaches all the limitations of Claim 1 and

further teaches the proxy is configured to identify one or more pieces of content that are

included in an agreement between an operator of the content server and an operator of

the proxy (Col. 5 lines 1-19 and lines 52-64).

24.   With respect to Claim 21, Ginzboorg teaches all the limitations of Claim 1 and

further teaches the proxy does not forward the content request to the content server

until the proxy identifies whether or not selected content is included in an agreement

between an operator of the content server and an operator of the proxy (Col. 5 lines 1-

19 and lines 52-64 and Col. 6 lines 55-63).

25.   With respect to Claim 22, Ginzboorg teaches all the limitations of Claim 1 and

further teaches wherein the proxy directly forwards the content request to the content

server after until the proxy identifies that selected content is not included in an

agreement between an operator of the content server and an operator of the proxy

(Col. 5 lines 1-19 and lines 52-64 and Col. 6 lines 55-63).

26.   With respect to Claim 23, Ginzboorg teaches all the limitations of Claim 1 and further teaches wherein generating billing information includes accessing a subscriber terminal profile (Col. 5 line 19-31 and Col. 5 line 43 - Col. 6 line 63).

27.   With respect to Claim 27, Ginzboorg teaches all the limitations of Claim 1 and further teaches wherein the content is not billed at one time because it corresponds to streaming content (Col. 10 lines 26-29).

28.   With respect to Claim 28, Ginzboorg teaches all the limitations of Claim 1 and further teaches wherein a price for the content is determined based on a time at which the content is requested (Col. 12 lines 42-51).

Claim Rejections - 35 USC § 103

29.   The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

30.   Claim 5 is rejected under 35 U.S.C. 103(a) as being unpatentable over Ginzboorg in view of U.S. Patent 5,956,391 by Melen et al. (Melen).

31.   With respect to Claim 5, Ginzboorg teaches all the limitations of Claim 1 and further teaches the forming of bills by using known methods (Col. 7 lines 50-59).

Ginzboorg does not explicitly disclose wherein the billing information related to the content service is sent to the access network to be combined with the billing information of the access network. Melen teaches a method where billing information

related to content services is sent to the access network to be combined with the billing

information of the access network (Col. 3 line 63 - Col. 4 line 10, and Col. 8 line 50 -

Col. 9 line 7).

It would have been obvious to one of ordinary skill in the art at the time the

invention was made to take the method disclosed by Ginzboorg and modify it as

indicated by Melen such that the method further comprises wherein said billing

information related to the content is sent to the access network to be combined with

billing information of the access network. One would be motivated to have this as it

improves the reliability of ordering content services (Col. 3 lines 50-60 of Melen).

32.   Claim 9 is rejected under 35 U.S.C. 103(a) as being unpatentable over

Ginzboorg in view of U.S. Patent 5,970,477 by Roden (Roden).

33.   With respect to Claim 9, Ginzboorg teaches all the limitations of Claim 1.

Ginzboorg does not explicitly disclose that when a content service provider pays for the

content service, the provider can also pay for telecommunication costs between the

subscriber terminal and proxy. Roden teaches that when a when a content provider

pays for the content, the provider can also pay for telecommunication costs between the

subscriber terminal and proxy such that the use of the content is free of charge to the

subscriber (Col. 7 lines 9-17, Col. 8 lines 43-57 and Col. 9 lines 7-25).

It would have been obvious to one of ordinary skill in the art at the time the

invention was made to take the method disclosed by Ginzboorg and modify it as

indicated by Roden such that the method further comprises wherein if the content

provider pays for the content, the content provider pays for telecommunications costs

between the subscriber terminal and the proxy, in which case the use of the content is

completely free of charge to the subscriber. One would be motivated to have this as

there is need for flexible methods for allocating costs associated with Internet access

(Col. 4 lines 32-40 of Roden).

34.   Claims 10, 14 and 15 are rejected under 35 U.S.C. 103(a) as being unpatentable

over Ginzboorg in view of U.S. Patent Application Publication 2002/0059114 by Cockrill

et al (Cockrill).

35.   With respect to Claim 10, Ginzboorg teaches all the limitations of Claim 1 but

does not explicitly disclose information on whether the subscriber has been billed for the

same content, in which case the following uses of the same content will be billed

according to a lower tariff or not at all. Cockrill teaches information to determine

whether the subscriber has been billed for the same content, in which case the following

uses of the same content will be billed according to a lower tariff or not at all (Page 7

[0071], particularly step 807).

It would have been obvious to one of ordinary skill in the art at the time the

invention was made to take the method of Ginzboorg and modify it as indicated by

Cockrill such that the method further comprises wherein the billing criteria comprise

information on whether the subscriber in question has already been billed for the same

content, in which case the following uses of the same content will be billed according to

a lower tariff or not at all. One would be motivated to have this as it facilitates the

purchase of content and management of purchased content (Page 2 [0015] and [0016]

of Cockrill).

36.   With respect to Claim 14, Ginzboorg teaches all the limitations of Claim 1 but

does not explicitly disclose billing information is generated based on billing criteria that

includes whether or not the subscriber terminal has previously been billed for the same

content. Cockrill teaches information to determine whether the subscriber has been

billed for the same content, in which case the following uses of the same content will be

billed accordingly (Page 7 [0071], particularly step 807).

It would have been obvious to one of ordinary skill in the art at the time the

invention was made to take the method of Ginzboorg and modify it as indicated by

Cockrill such that the method further comprises wherein the billing information is

generated based on billing criteria that includes whether or not the subscriber terminal

has previously been billed for the same content. One would be motivated to have this

as it facilitates the purchase of content and management of purchased content (Page 2

[0015] and [0016] of Cockrill).

37.   With respect to Claim 15, Ginzboor teaches all the limitations of Claim 1 but does

not explicitly disclose billing information is generated based on billing criteria that

includes whether or not the content is a part of a group of content segments that are

offered at a special price. Cockrill teaches information to determine whether the

subscriber has been billed for the same content, in which case the following uses of the

same content will be offered according to a special price (Page 7 [0071], particularly

step 807).

It would have been obvious to one of ordinary skill in the art at the time the

invention was made to take the method of Ginzboorg and modify it as indicated by

Cockrill such that the method further comprises wherein the billing information is

generated based on billing criteria that includes whether or not the content is a part of a

group of content segments that are offered at a special price. One would be motivated

to have this as it facilitates the purchase of content and management of purchased

content (Page 2 [0015] and [0016] of Cockrill).

38.   Claim 17 is rejected under 35 U.S.C. 103(a) as being unpatentable over

Ginzboorg in view of U.S. Patent 5,852,812 by Reeder (Reeder).

39.   With respect to Claim 17, Ginzboorg teaches all the limitations of Claim 1 but

does not explicitly disclose performing, by the proxy, one or more currency conversions

in cases where currencies used in an access network, to which the subscriber terminal

is part of, and a service network, which can couple the proxy and the content server, are

different. Reeder teaches that currencies in one network can be different than

currencies in another network from which content is being provided (Col. 6 lines 55-65).

To remedy this, Reeder teaches the use of currency conversion for a billing system in

such a situation (Col. 6 lines 55-65 and Col. 3 lines 16-25).

It would have been obvious to one of ordinary skill in the art at the time the

invention was made to take the method disclosed by Ginzboorg and modify it as

indicated by Reeder such that the method further comprises performing, by the proxy,

one or more currency conversions in cases where currencies used in an access

network, to which the subscriber terminal is part of, and a service network, which can

couple the proxy and the content server, are different. One would be motivated to have

this, as there is need for addressing currency conversion in computer systems involved

in networks with different associated currencies (In Reeder: Col. 1 lines 45-57 and Col.

6 lines 55-65).

40.   Claims 18 are rejected under 35 U.S.C. 103(a) as being unpatentable over

Ginzboorg in view of U.S. Patent 5,778,189 by Kimura et a. (Kimura).

41.   With respect to Claim 18, Ginzboorg teaches all the limitations of Claim 1 but

does not explicitly disclose performing, by the proxy, one or more protocol conversions

in cases where protocols used in an access network, to which the subscriber terminal is

part of, and a service network, which can couple the proxy and the content server, are

different. Kimura teaches that protocols in one network can be different than protocols

in another network from which content is being provided (Col. 2 lines 45-53). To

remedy this, Kimura teaches the use of protocol conversion for a communication

system to allow for proper communications between networks in such a situation (Col. 2

lines 45-53).

It would have been obvious to one of ordinary skill in the art at the time the

invention was made to take the method disclosed by Ginzboorg and modify it as

indicated by Kimura such that the method further comprises performing, by the proxy,

one or more protocol conversions in cases where protocols used in an access network, to which the subscriber terminal is part of, and a service network, which can couple the proxy and the content server, are different. One would be motivated to have this, as there is need for being able to communicate between nodes located in disparate networks (In Kimura: (Col. 1 lines 12-19 and Col. 2 lines 45-53).

42.   Claims 24 and 25 are rejected under 35 U.S.C. 103(a) as being unpatentable over Ginzboorg in view of U.S. Patent 5,319,454 by Schutte (Schutte).

43.   With respect to Claim 24, Ginzboorg teaches all the limitations of Claim 23 but does not explicitly disclose including a maximum amount for unbilled content that is reflected by an agreement between an end user of the subscriber terminal and an operator of the content server or an operator of the proxy. Schutte teaches a maximum amount for unbilled content to limit the obligation of the subscriber in terms of billing (Col. 6 lines 30-34).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to take the method disclosed by Ginzboorg and modify it as indicated by Schutte such that the method further comprises wherein the subscriber terminal profile including a maximum amount for unbilled content that is reflected by an agreement between an end user of the subscriber terminal and an operator of the content server or an operator of the proxy. One would be motivated to have this, as it is desirable to have a maximum amount for unbilled content (In Schutte: Col. 6 lines 30-34).

44.   With respect to Claim 25, Ginzboorg in view of Schutte teaches all the limitations

of Claim 24 and further teaches wherein the proxy does not fulfill content requests if the

maximum amount for unbilled content has been reached (In Schutte: Col. 6 lines 30-

34).

45.   Claim 26 is rejected under 35 U.S.C. 103(a) as being unpatentable over

Ginzboorg in view of U.S. Patent 6,389,537 by Davis et al. (Davis).

46.   With respect to Claim 26, Ginzboorg teaches all the limitations of Claim 1 but

does not explicitly disclose including a prepaid amount provided by an end user of the

subscriber terminal. Davis teaches the use of a prepaid amount provided by an end

user of a subscriber terminal (Col. 1 lines 24-36). This is a known purchasing scheme

in the provisioning of content to users (Col. 1 lines 10-12 and 24-36).

It would have been obvious to one of ordinary skill in the art at the time the

invention was made to take the method disclosed by Ginzboorg and modify it as

indicated by Davis such that the method further comprises wherein the subscriber

terminal profile includes a prepaid amount provided by an end user of the subscriber

terminal. One would be motivated to have this, as it is a simple and known purchasing

scheme for use in provisioning of content to users (In Davis: Col. 1 lines 10-12 and 24-

36).

Response to Arguments

47.   Applicant's arguments filed 05/12/05 have been fully considered but they are not

persuasive.

48.   Applicants argue on page 9 of the remarks - "*One fundamental difference*

between Ginzboorg and the pending subject matter is that a request for content is

received by the proxy before content is retrieved from a content server. This is

disparate from the teachings of Ginzboorg...the proxy of the present invention is able to

determine how to bill this content before it is provided. This is not akin to the operations

of Ginzboorg..."

> a.   The examiner respectfully disagrees with Applicants' interpretation of
>
> Ginzboorg. Nowhere in Ginzboorg does it state that content is retrieved from the
>
> content server before the request for the content is received at the proxy. Col. 5
>
> line 33 - Col. 6 line 63 describes the general process of one embodiment of
>
> Ginzboorg's invention. Col. 5 lines 43-62 first outlines the selection by the
>
> customer for a particular service, which is what the examiner considers to be the
>
> request. The request is sent to the service provider which subsequent redirects
>
> the request to the billing server. The examiner notes, Col. 16, lines 3-5,
>
> describes a different embodiment where the initial request is first processed by
>
> the billing server before the service provider is even contacted. In either
>
> embodiment, the billing server makes use of both the service and customer
>
> identifiers associated with the request to determine a basis for the charging of the
>
> service (Col. 5 line 52 - Col. 6 line 29). If the user accepts the basis of charging,
>
> the billing server, after a verification process, subsequently "asks the service
>
> provider to start sending the information to the customer" (Col. 6 lines 55-63).

Clearly, the request is received by the proxy before content is retrieved from the

content server.   In both embodiments the billing server (the proxy) is able to

determine how to bill the content before it is provided. As such, applicants'

arguments are not persuasive.

49.   Applicants argue on page 10 of the remarks - *"Another fundamental difference
between Ginzboorg and the pending subject matter that the Examiner should appreciate
is that Ginzboorg pertains to a service and not to content delivery...it is evident that
Ginzboorg deals with types of service (e.g. Video-On-Demand) and not specific
content....Although this distinction appears to be minor, it is truly significant. For
example, in the context of Ginzboorg, this would correlate to a subscriber terminal being
billed for a given movie (e.g. Braveheart), as opposed to the service of Video-On-
Demand..."*

b.   The examiner respectfully disagrees with applicants' interpretation of

Ginzboorg.   The request for service as described by Ginzboorg is indeed a

request for specific content. Ginzboorg specifically states "the customer selects

the service in question (for example, **a movie**)" (Col. 5 lines 47-48 - emphasis

added). By the applicants' own explanation, a "movie" would be specific content.

As such, Ginzboorg pertains to content delivery and applicants' arguments are

not persuasive.

Conclusion

50.   Applicant's amendment necessitated the new ground(s) of rejection presented in

this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP

§ 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37

CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE

MONTHS from the mailing date of this action. In the event a first reply is filed within

TWO MONTHS of the mailing date of this final action and the advisory action is not

mailed until after the end of the THREE-MONTH shortened statutory period, then the

shortened statutory period will expire on the date the advisory action is mailed, and any

extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of

the advisory action. In no event, however, will the statutory period for reply expire later

than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the

examiner should be directed to David Lazaro whose telephone number is 571-272-

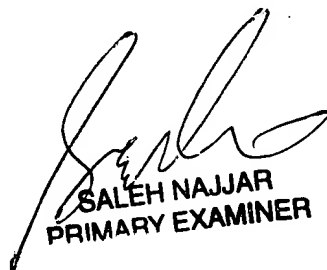3986. The examiner can normally be reached on 8:30-5:00 M-F.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's

supervisor, Saleh Najjar can be reached on 571-272-4006. The fax phone number for

the organization where this application or proceeding is assigned is 703-872-9306.

　　　　Information regarding the status of an application may be obtained from the

Patent Application Information Retrieval (PAIR) system. Status information for

published applications may be obtained from either Private PAIR or Public PAIR.

Status information for unpublished applications is available through Private PAIR only.

For more information about the PAIR system, see http://pair-direct.uspto.gov. Should

you have questions on access to the Private PAIR system, contact the Electronic

Business Center (EBC) at 866-217-9197 (toll-free).

David Lazaro
July 27, 2005

SALEH NAJJAR
PRIMARY EXAMINER